

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 1713**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 11th day of January, 2010, and shall be deemed and taken as forming a part of the Agreement for Phase II Environmental Services for Ogden Replacement Elementary School ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **GSG CONSULTANTS, INC.** ("Consultant") dated September 4, 2009 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 4th day of September, 2009, wherein the Consultant is to provide Phase II Environmental and Environmental Design Services for the City of Chicago; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to include additional Services performed and associated compensation due to Consultant;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to amend the Agreement as hereinafter set forth.

It is agreed by and between the parties hereto that the sole modification of, changes in, and amendments to the Agreement pursuant to this Amendment are as follows:

TERMS

1. Recitals

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

- 2. Schedule A Scope of Services** are amended to include additional services required for Ogden Replacement Elementary School to perform Phase II Environmental Services. The scope for this service is detailed in Attachment A to this Amendment 1.

- 3. Schedule C Compensation of the Consultant** is revised as follows:

C.1 The Consultant shall be paid the not to exceed amount of \$24,050.00 for the additional services outlined in Attachment B of this Amendment 1.

The Not to Exceed Fee is increased to a total of \$122,054.00.

Execution of this Amendment by the Consultant is duly authorized by the Consultant, and the signature(s) of each person signing on behalf of the Consultant have been made with the complete and full authority to commit the Consultant to all terms and conditions of this Amendment.

All capitalized terms not defined herein shall have the meaning ascribed to them in the agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in force and effect.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 1.

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: [Signature]
Erin Lavin Cabonargi
Executive Director

Date: 2.2.10

ATTEST:

BY: [Signature]
Edgmar C. Johnson
Secretary

Date: 2/8/10

GSG CONSULTANTS, INC.

By: [Signature]
President

Date: 01/20/2011

AFFIX CORPORATE

SEAL, IF ANY, HERE

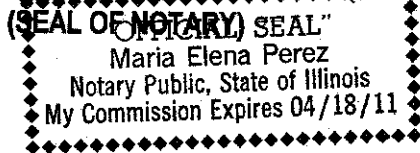
County of: Cook

State of: Illinois

Subscribed and sworn to before me by Guillermo Garcia and _____
on behalf of Consultant this 20th day of Jan, 2010.

[Signature]
Notary Public

My Commission expires: 04/18/2011



Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 1-26-10

**ATTACHMENT A
SCOPE OF WORK
ADDITIONAL PHASE II ENVIRONMENTAL SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL – PS1713-A1
PROJECT NO.: 05160**

A. PHASE II ENVIRONMENTAL SERVICES - General Scope Description:

TASK I – Underground Storage Tank Removal

The Consultant shall perform the removal, decommissioning, and destruction of one (1) – 275 gallon gasoline underground storage tank (UST) from the above referenced site. This work shall be completed in accordance with all Federal, State, County, and Local Rules and Regulations including, but not limited to, the Illinois Environmental protection Agency (IEPA), United States Environmental Protection Agency (USEPA), Illinois Office of the State Fire Marshal (OSFM), and Occupational Safety and Health Agency (OSHA) regulations.

The Consultant shall provide, at a minimum, the following services:

- A. Submit the UST removal application to the City of Chicago Department of Environment (PBC shall provide the Consultant with all required information to secure the UST removal permit);
- B. Coordinate the UST removal schedule with the City of Chicago Department of Environment and the Chicago Fire Department;
- C. Pump-out and dispose of product and sludge prior to removal of the UST from the site. Pump-out contaminated water and other miscellaneous liquids that may be present in the UST basin;
- D. Remove and dispose of all of the UST piping, equipment, electric conduit, and accessories related to the UST;
- E. Clean tank interior and dispose of tank wash water as special waste;
- F. Excavate and stockpile materials that may be present around the UST. The Contractor may temporarily store excavated materials at the site. Such material may not be stored on site for more than 30 days (unless directed otherwise by the PBC). Regardless of the duration that excavated materials are stockpiled, excavated materials shall be placed on and covered by 6-mil polyethylene visqueen;
- G. Backfill to be provided by Owner;
- H. If excavated material or soil requires off-site disposal, the Contractor shall collect and analyze a representative soil sample for waste stream characterization. The sample shall be analyzed for the parameters required by the disposal facility. The Contractor shall secure all required permits for excavated material and soil disposal at a permitted Subtitle D Landfill site within ten (10) calendar days of the UST removal;
- I. The Contractor shall prepare waste manifests for signature prior to loading excavated materials and soils into hauling trucks. The Contractor shall provide copies of all daily reports, weight tickets, receipts, and waste manifests for the contaminated soil removal to the PBC within ten (10) days of removing excavated materials and soils from the site;
- J. Collect confirmation soil samples from the UST basin and associated piping trenches. The Consultant shall collect a sufficient number of soil samples in accordance with the IEPA requirements and guidelines. Following the removal of the tanks, soil samples will be collected from the excavation walls

and floor. The number of the samples will be contingent upon the size of the excavation. For walls that exceed 20 feet in length, one sample must be collected for each 20 feet of wall length, or fraction thereof, and the samples must be evenly spaced along the length of the wall. Two samples must be collected from the excavation floor below each UST with a volume of 1,000 gallons or more. If backfill is returned to the excavation, one representative sample of the backfill must be collected from each 100 cubic yards of backfill returned to the excavation. The soil samples collected for chemical analysis will be placed into the appropriate pre-preserved sample containers provided by the laboratory. The sample jars will be labeled and immediately placed into an ice-filled cooler. The samples will be subsequently transported under proper chain-of-custody protocol to an IEPA approved analytical laboratory. Soil samples shall be analyzed for the absence/presence of BTEX, MTBE (USEPA Method 5035A/8260B) and Lead (USEPA Method 6020/7421);

- K. Survey the UST basin excavation dimensions and depth to determine the volume of impacted soil removed from the UST basin and associated piping. This information is normally required by the IEPA if a release is confirmed at the site;
- L. Contact the Illinois Emergency Management Agency (IEMA) to amend the release incident if the OSFM's inspector declares a release incident, or the result of the confirmation samples revealed the presence of impacted material at the site; and
- M. Prepare a Site-Specific Health and Safety Plan. The plan shall comply with all OSHA requirements. The plan must be submitted to the Board Authorized Representative within 10 calendar days of issuance of the Notice-to-Proceed (NTP). The work shall be performed under the direct supervision of a trained experienced site supervisor. The plan should include, at a minimum, the following:
 - a. Name key personnel and alternates responsible for site safety;
 - b. Describe the risks associated with each operation conducted;
 - c. Type of personnel training and responsibilities and to handle the specific hazardous situations they may encounter;
 - d. Describe the protective clothing and equipment to be worn by personnel during various site operations;
 - e. Describe any site specific medical-surveillance requirements;
 - f. Describe the program for the periodic air monitoring, personnel monitoring, and environmental sampling (if needed);
 - g. Describe the actions to be taken to mitigate existing hazards to make the work environment less hazardous;
 - h. Define site control measures, including a site map;
 - i. Establish procedures for personnel and equipment and transporting trucks to ensure that impacted soils are not tracked off site on to non-impacted areas of the site;
 - j. Set forth the site Standard Operating Procedures (SOPs). SOPs are those activities that can be standardized (i.e., decontamination procedures and respirator fit testing); and
 - k. Set forth a Contingency Plan for the safe and effective response to emergencies.

Deliverables for Task I

The Consultant shall provide two printed copies and one electronic copy (PDF and word format) of a "Draft UST Removal Report" to the PBC for review and comment, which includes, at a minimum, the following:

- Documentation of all removal activities;
- CADD drawing of the site indicating the UST location;
- Copies of operating licenses and permits for each special waste hauler;
- Copies of all daily reports, transport manifests, disposal receipts and treatment records.

- Disposal information for any soil, product, sludge, tank washwater, and liquid removed from the site. This information should include, at a minimum, the following:
 - Facility name, address, and telephone Number;
 - Site Contact; and
 - Permit Number.
- Copies of UST(s) removal permit;
- Copies of waste characterization analytical results for disposal of contaminated soil, product, sludge, tank wash water, and contaminated groundwater;
- Certificate of Destruction from a steel reclamation facility; and

The Consultant shall be prepared to conduct revisions to the document. The Consultant shall then provide one electronic copy (PDF and word format) of an "Interim Final UST Removal Report" – incorporating the comments on the "Draft UST Removal Report" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of a "Final UST Removal Report" to the PBC.

Protection of Property: The Consultant shall contact the PBC Project Manager and all utility companies for information regarding buried utilities and structures, shall take all reasonable precautions to prevent damage to the property both visible and concealed, and shall restore the site to the conditions existing prior to site entry.

Entry to Property: The Consultant shall contact the PBC Design Manager for information regarding access to the site.

Use of Reports: The Public Building Commission of Chicago and the Chicago Public Schools may reproduce reports without modifications and distribute the reports in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant.

Qualifications/Personnel: All work shall be performed by qualified personnel under the supervision of an Illinois licensed or registered engineer and the document submitted shall bear the engineer's seal and certification.

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**ATTACHMENT B
SCHEDULE OF COST
ADDITIONAL PHASE II ENVIRONMENTAL SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL – PS1713-A1
PROJECT NO.: 05160**

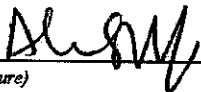
(SCHEDULE OF COST PAGE COMPLETED BY CONSULTANT FOLLOWS THIS PAGE)

Attachment B
SCHEDULE OF COST
Phase II Environmental Services
Ogden Replacement Elementary School

Complete the following table for the Ogden Replacement Elementary School scope of work costs. Please include and add all materials, equipment, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

Task Item	Quantity	Unit	Unit Cost	Subtotal	Total
PHASE II ENVIRONMENTAL SERVICES					
<i>Task I - Underground Storage Tank Removal</i>					
Project Management	8	Per Hour	\$100	\$800	
Oversight/Sampling	24	Per Hour	\$75	\$1,800	
Contact DIGGER and Mark Underground Utilities	INCLUDED	INCLUDED			
Prepare Health and Safety Plan	1	Lump Sum	\$300	\$300	
Mobilization/Demobilization	1	Lump Sum	\$1,200	\$1,200	
UST Removal	1	Lump Sum	\$5,500	\$5,500	
Impacted Soil (excavation, removal and disposal)	100	Ton	\$45	\$4,500	
CA-6 Backfill (transportation, place and field compact)	0	Ton			
Analytical Costs					
BTEX with MTBE	24	Per Sample	\$45	\$1,080	
Lead	24	Per Sample	\$15	\$360	
Waste Characterization	1	Per Sample	\$1,200	\$1,200	
Expenses					
I. Field Supplies	1	Lump Sum	\$500	\$500	
Equipment Rental (Itemize below)					
Supplies (Itemize below)					
Deliverables (fixed fee): Draft, Interim Final and Final: UST Removal Report	1	Lump Sum	\$2,000	\$2,000	
Sub-Total of Task I:					\$19,240
Contingency (25% of Sub-Total of Task I):					\$4,810
Total Project Cost for Phase II Environmental Services (Sum of Sub-Total and Contingency)					\$24,050.00

GSG Consultants, Inc. agrees to provide Phase II Environmental Services as detailed in the Scope of Work (Attachment A) for the Ogden Replacement Elementary School - Scope of Work for the amount indicated above.



 (Signature)
 Ala E Sassila, Principal

 (Printed Name and Title)

Date: 1/4/2010